

ARRIOLA, COWAN &amp; ARRIOLA, HAGATNA, GUAM 96910

**FILED**  
**DISTRICT COURT OF GUAM**  
**JUL 22 2003**  
**MARY L. M. MORAN**  
**CLERK OF COURT**



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damages and an injunction to restrain Vendor Doe IV, nka LISA CHU THAI, dba LISA'S (hereinafter "defendant"), and others from imitating, copying, counterfeiting, making unauthorized use of, and otherwise infringing upon the registered trademarks, trade names or logos of plaintiffs (hereinafter "Plaintiffs' Trademarks"), and from unfairly competing with plaintiffs, and from falsely designating goods as having originated from plaintiffs; and it appearing to the Court from the supporting evidence that a Final Judgment and Permanent Injunction should be entered in favor of the plaintiffs, it is

ORDERED, ADJUDGED AND DECREED that:

1. Defendant LISA CHU THAI consents and agrees that she is the proper party Defendant previously identified in the Verified First Amended Complaint and subsequent pleadings herein as "VENDOR DOE IV, aka LISA'S," and further Stipulates and Agrees to an amendment of all pleadings herein, including the Verified First Amended Complaint, to identify Defendant LISA CHU THAI dba LISA'S as the proper party Defendant in the place and stead of VENDOR DOE IV.

2. Defendant and her representatives, agents, servants, employees, and all persons or entities acting in concert or participation with defendant, are permanently enjoined and restrained from in any manner:

a. Using Plaintiffs' Trademarks or any simulation, reproduction, counterfeit, copy or colorable imitation of Plaintiffs' Trademarks in connection with the printing, manufacturing, advertising, embroidering, offering for sale, sale or distribution of purses, handbags, accessories, wallets, keyholders, belts, jewelry, shoes, garments, cosmetics, packaging materials, or any other

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items;

b. Using Plaintiffs' Trademarks or any colorable imitation of Plaintiffs' Trademarks in any manner likely to cause confusion, mistake or deception as to the identity or source of any item;

c. Passing off, inducing or enabling others to sell or pass off any items which are not genuine Louis Vuitton, Chanel and Prada products as and for genuine Louis Vuitton, Chanel and Prada products;

d. Committing any acts calculated to cause others to believe that defendant's products are genuine Louis Vuitton, Chanel or Prada products or that defendant is an authorized distributor, seller or retailer of Louis Vuitton, Chanel or Prada;

e. Offering for sale, selling, circulating, holding for sale, advertising, distributing, printing or manufacturing any items bearing any simulation, reproduction, counterfeit, copy or colorable imitation of Plaintiffs' Trademarks;

f. Engaging in any other activity using Plaintiffs' Trademarks or any simulation, reproduction, counterfeit, copy or colorable imitation of Plaintiffs' Trademarks in a manner which is likely to cause others to falsely believe that defendant's products are connected with plaintiffs, or plaintiffs' products;

g. Transferring, importing, shipping, delivering, consigning, holding for sale, selling, distributing, moving, destroying or otherwise disposing of in any manner bags, purses, luggage, leather goods, jewelry, accessories, apparel, labels, heat transfers, screens, printed matter

or any other items bearing any simulation, reproduction, counterfeit, copy or colorable imitation of Plaintiffs' Trademarks;

h. Removing, destroying or otherwise disposing of any business records or documents not previously provided to plaintiffs' counsel relating in any way to the manufacture, printing, purchase, sale, distribution or advertisement of any items bearing any simulation, reproduction, counterfeit, copy or colorable imitation of Plaintiffs' Trademarks; and

i. Assisting, aiding or abetting any other person or entity in engaging in or performing any of the activities referred to in the above subparagraphs (a) through (h); and it is further

2. ORDERED, that defendant shall place into the possession, custody and control of plaintiffs' counsel, at no cost to plaintiffs, to become the property of plaintiffs to do with as they wish within five (5) days from the date of this Order:

a. All garments, apparel, bags, purses, luggage, leather goods, jewelry, accessories, labels, packages, signs, advertisements and any other items in defendant's possession, custody or control bearing any reproduction, simulation, counterfeit, copy or colorable imitation of Plaintiffs' Trademarks; and

b. All artwork, plates, molds, matrices, printing devices, screens, heat transfers or other means of making any simulations, reproductions, counterfeits or copies of Plaintiffs' Trademarks in defendant's possession, custody or control; and it is further

3. ORDERED, that defendant shall place into the custody, possession and control of

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plaintiffs' counsel, within ten (10) days thereof, at no cost to plaintiffs, all items which hereafter come into defendant's possession, custody or control which bear simulations, reproductions, counterfeits or copies of Plaintiffs' Trademarks; and it is further

4. ORDERED, that defendant shall pay to plaintiffs, through their counsel of record, Arriola, Cowan & Arriola, 259 Martyr Street, Suite 201, Hagatna, Guam 96910, the sum of TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$2,500.00) with interest at the rate of six percent (6%) per annum, payable as follows: \$500.00 payable on July 17, 2003, with the balance to be paid in monthly installments of \$500.00 beginning August 25, 2003 and on or before the 25<sup>th</sup> day of every month thereafter until fully paid; and it is further

5. ORDERED, that all counterfeit Louis Vuitton, Chanel and Prada garments, apparel, bags, purses, luggage, leather goods, jewelry, accessories, labels, packages, signs, advertisements, and any cash, money, currency or records, and any other items previously seized by U.S. Marshals or other peace officers of the territory of Guam from defendant shall be released to plaintiffs' counsel for disposition, and defendant waives any right she may have to any bond posted by plaintiffs ~~and~~ ~~said bond may be released to plaintiffs or their counsel~~, and it is further

6. ORDERED, that the file, records, pleadings and all documents in this action shall be unsealed immediately; and it is further

7. ORDERED, that the parties shall execute a mutual release document upon final payment of the amount referenced in paragraph 4, above; and it is further

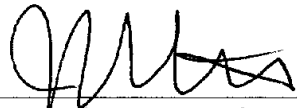
8. ORDERED, that this Court shall have continuing jurisdiction to enforce this

Judgment, the injunction therein, and any agreement between the parties with respect thereto existing as of the date hereof; and

9. IT IS FINALLY ORDERED, that this Order does not constitute a release of defendant.

**FAILURE TO ABIDE BY THIS JUDGMENT AND THE TERMS CONTAINED HEREIN SHALL CONSTITUTE CONTEMPT OF COURT, PUNISHABLE AFTER HEARING AS PROVIDED BY LAW.**

Dated: JUL 21 2003

  
HONORABLE JOHN S. UNPINGCO  
Chief Judge, District Court of Guam

CONSENTED TO by Plaintiffs Louis Vuitton Malletier, Chanel, Inc. and Prada, SA.

**ARRIOLA, COWAN & ARRIOLA**  
Counsel for Plaintiffs

Dated: 7/17/03

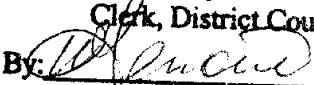
By:   
ANITA P. ARRIOLA

CONSENTED TO by Defendant LISA CHU THAI, aka Vendor Doe IV, dba LISA'S.

Dated: 7/17/03

  
LISA CHU THAI

Notice is hereby given that this document was entered on the docket on 7/22/03. No separate notice of entry on the docket will be issued by this Court.

Mary L. M. Moran  
Clerk, District Court of Guam  
By:  7/22/03  
Deputy Clerk Date

